

Your green caravan insurance policy



green
caravan insurance

Contents

Introduction	01
Definitions	02
Schedule	03
Policy Cover	04–05
Settling Claims	06
General Exclusions	07
General Conditions	08
Claims Procedure and Conditions	08–09
Cancellation	10
Complaints Procedure	10–11

Introduction

Welcome to **our Green Caravan Insurance** policy, administered by **Towergate Bakers**.

This document, the **schedule**, any statement of fact or proposal and any endorsements set out the terms of the contract between **you** and **us**. Please read the policy, **schedule** and any endorsements to make sure they provide the cover **you** require. If they are not correct, or do not meet **your** needs, please immediately return this policy document to the person who arranged this insurance for **you**.

The **schedule** sets out the sums insured (the amount of cover **you** have) and the sections of the policy which apply. If **your** insurance needs change during the **period of insurance** please let **us** know as soon as possible. **You** must tell **us** about any changes which affect the circumstances of the **caravan**. If **you** don't **your** policy may not be valid.

Your policy is designed to be amended easily and **we** will issue a new **schedule** or endorsement each time the policy is altered.

You must also tell **us** if at any time before a claim the sums insured shown in the **schedule** are not enough. Following a claim **we** can make a cash payment, carry out the necessary repairs, or replace the item.

Our agreement.

In return for **your** premium **we** will insure **you** during the **period of insurance**, under the terms set out in this policy document, the **schedule** and any endorsement **we** have issued.

Signed for and on behalf of AmTrust Europe Limited



K W Wardell
Managing Director

Please keep **your** policy wording in a safe place. **You** may need to read it if **you** need to make a claim or if **you** need help.

AmTrust Europe Limited

Registered in England number 1229676 at Market Square House, St James's Street, Nottingham NG1 6FG.
Authorised and regulated by the Financial Services Authority. Member of the Association of British Insurers.

Definitions

Certain words in your policy wording are printed in **bold** type and these words and expressions have been given specific meanings as follows:

Caravan

The structure of the touring **caravan** described in the **schedule** together with an awning, fixed motor mover, fixtures and fittings included in the manufacturer's original specification or supplied with the touring **caravan** or fitted by the manufacturer at a later date.

CaSSOA

The Caravan Storage Site Owners' Association.

Contents

Standard caravanning equipment and all additional items **you** would reasonably take with **you** when using **your caravan** including pedal cycles, and portable motor movers.

Geographical limits

United Kingdom (England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands) and for cover in the European Union, Norway and Switzerland for the number of days as shown in **your schedule** of insurance, in any one **period of insurance**.

Home

Within the boundaries of **your** permanent place of residence or **your immediate family** permanent place of residence but excluding communal parking areas and any public road or highway.

Immediate family

Mother, step-mother, father, step-father, son, step-son, daughter, step-daughter, brother, step-brother, sister, step-sister, grandmother and grandfather, aunts and uncles

In use

When **you** or **your immediate family** are using or visiting **your caravan** for holiday purposes or when the **caravan** is attached to a towing vehicle. This includes a 24 hour period immediately prior to and returning from **you** or **your immediate family** using or visiting **your caravan** for holiday purposes provided the **caravan** is kept at **your home** during this 24 hour period.

Money

Cash, bank or currency notes, cheques, money and postal orders, postage stamps, savings stamps and savings certificates, premium bonds, luncheon vouchers, traveller's cheques, phone cards, season tickets, gift tokens or vouchers, documents, promotion vouchers and air-miles vouchers.

Period of insurance

The period of time covered by the policy as shown in the **schedule**.

Permanent residence

Any **caravan** not occupied by **you** or **your immediate family** for holiday purposes, but occupied by **you** or **your immediate family** as a main domestic residence whether temporary or permanent.

Definitions (continued)

Schedule

The document **we** give **you** which makes the policy valid and shows **your** name, details of **your** address, the **caravan**, the sums insured, the **caravan storage address** and the policy number along with the excess amount and period of cover in the European Union.

Storage address

Your home or an address **you** have given **us** and which **we** have accepted.

Towergate Bakers

Towergate Bakers
3rd Floor, The Quadrangle
Imperial Square
Cheltenham, GL50 1PZ

T. 01242 528844

F. 01242 253990

Unattended

When the **caravan** is **in use** and **you** have temporarily moved away from the **caravan**.

Valuables

Any article made from precious metal, china, glass, porcelain, jewellery, fur, watches, video or photographic equipment, computers, binoculars, telescopes, phones, pictures, works of art, antiques, stamp, medal and coin collections, sporting equipment and portable audio equipment.

We, Us, Our, Company

AmTrust Europe Limited
Market Square House
St James's Street
Nottingham, NG1 6FG

T. 0115 941 1022

F. 0115 941 1316

nottingham@amtrusteu.co.uk

Reg No: 1229676 Authorised and regulated by the Financial Services Authority

You, Your, Policyholder

The person(s) named in the **schedule**.

Policy Cover

1. **We** will cover **you** against loss or damage to the **caravan** and its **contents** caused by an insured peril.

Insured perils

- 1 Fire, explosion, lightning and earthquake;
- 2 Storm or flood;
- 3 Accidental damage;
- 4 Malicious acts or vandalism;
- 5 Theft or attempted theft.

Excluding

- a Theft of **contents** whilst outside the **caravan**.
- b Theft of or loss or damage to **money, valuables**, firearms, wines, spirits and tobacco goods.
- c Theft of or loss or damage to the **caravan** while the **caravan** is not being used unless it is kept at **your home** or at a **storage address you** have written and told **us** about and which **we** have accepted.
- d Theft of **contents** unless there is evidence of forcible or violent entry or exit to or from the **caravan**.
- e Theft of electronic or electrical equipment whilst left in the **caravan** when it is not in **use**.
- f Accidental damage to **contents** and **valuables**.
- g **We** will not pay for loss or damage to caravan generators or damage to the **caravan** resulting from using generators.

Additional extensions

We will pay the extra costs of the following after loss or damage insured by this policy.

a Emergency removal

If **your caravan** cannot be moved as a result of loss or damage while **in use**, **we** will pay the extra costs **you** reasonably have to pay to:

- 1 recover the **caravan** from the scene of a road traffic accident;
- 2 remove the **caravan** from the premises of a recovery company to the secure premises of **our** nearest approved repairer;
- 3 re-deliver the **caravan** to **you** at **your home** or **storage address** as shown in the **schedule**.

b Loss of use

If **you** cannot stay in **your caravan** as a result of loss or damage while **in use** and **you** decide to continue with **your** holiday, **we** may pay the extra costs **you** reasonably have to pay for:

- 1 hotel accommodation costs (not including food and drink) up to £50 a day for up to 14 days; or
- 2 hire costs for a replacement caravan up to £50 a day for up to 14 days.

c Additional contents cover

When the **caravan** is **in use** only, as long as the sum insured is enough to cover the **contents**, **we** will cover outside furniture kept in an awning.

Policy Cover (continued)

2. Public liability

We will insure any amounts which **you** legally have to pay for causing accidental bodily injury, death or disease, accidental loss or damage to property arising out of **you** owning, possessing or using the **caravan** or the **contents** which happens within the **geographical limits**.

We will also insure defence costs **you** pay or agree to pay with **our** permission as well as the limit of liability for this section. **We** will cover **your** personal representatives entitled to cover under this section for any liability **you** or they may have. However **you** and they must keep to the terms, conditions and exclusions of this section.

We will also cover **you** or **your immediate family** for any legal liability as owner or occupier of the caravan to compensate others if, following an accident during the **period of Insurance**, someone dies, is injured, falls ill or has their property damaged.

We will pay up to £2,000,000 in connection with any one incident.

Excluding

- a **We** will not cover public liability arising directly or indirectly while **you** are towing the **caravan**.
- b **We** will not cover loss or damage to property **you** own or are looking after or if it is more specifically insured elsewhere.
- c **We** will not pay if the liability that arises from death, injury or illness of **you** or **your immediate family**; loss of or damage to any property **you**, **your immediate family** or **your** domestic employees own or that **you** or they are responsible for.

Settling Claims

1. The caravan

We will either pay the cost of repairing the **caravan** or, if the **caravan** is lost or damaged beyond economical repair, **we** may settle the claim as follows:

a New For Old Cover

If **you** suffer a total loss and the **caravan** is within five years of age from the date of manufacture and **you** have been the only owner, **we** may replace the **caravan** with a new **caravan** of the same make and model. **Your** sums insured must cover the cost of a new **caravan** of the same make and model. **You** must be able to provide the original purchase receipt.

b Agreed Value

If **you** suffer a total loss and the **caravan** is within five years of age from the year of manufacture and **you** have not been the only owner and **you** purchased the **caravan** from a caravan dealer, **we** may pay the purchase price paid by **you**. **Our** liability shall not exceed the purchase price paid by **you**. If **you** have bought **your caravan** from anybody other than a caravan dealer, **you** must be able to provide a valuation from a caravan dealer showing the original purchase price paid by **you** reflects the market value of the **caravan**. **Your** sums insured must cover the original purchase price paid by **you**.

c Market Value

If neither a) or b) above apply, **we** may pay the retail value of the **caravan** at the time of the loss or damage (as shown in the current edition of Glass's Guide to Caravan Values), less a deduction to reflect pre-accident condition.

2. The contents

We will pay the cost of repairing damaged items or:

- a pay the cost of replacing lost or damaged items by items of similar quality;
- b replace lost or damaged items with items of similar quality.

We may take off an amount for wear, tear, and loss in value.

If the sums insured on the **caravan** and **contents** at the time of loss or damage are less than the cost of replacement less an amount for wear, tear and loss in value, **you** shall be considered as being **your** own insurer for the difference and shall bear a rateable share of the loss accordingly.

General Exclusions

We will not pay for loss or damage:

- 1 To tyres unless caused by an insured peril;
- 2 Resulting from road traffic accidents if the **caravan** is not roadworthy;
- 3 To generators or resulting from using generators;
- 4 Or any legal liability or bodily injury directly or indirectly caused by or arising from:
 - a ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste from burning nuclear fuel;
 - b the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.

We will not pay for loss or damage caused by:

- 1 Faulty workmanship, faulty design or using faulty materials;
- 2 Repairing, restoring, renovating, cleaning or dyeing;
- 3 Electrical or mechanical failure or breakdown;
- 4 Wear, tear or loss of value or any expense or costs that are indirectly caused by the insured peril;
- 5 Wet or dry rot, frost, vermin, insects, fungus or anything which happens gradually;
- 6 Water damage or resulting from water leaking in through windows, doors, ventilators, body joints or seals;
- 7 Chewing, scratching, tearing or fouling by animals;
- 8 Deception, unless deception is used only to gain access or entry to the **caravan**;
- 9 Any loss or damage or liability caused by war, invasion, revolution, terrorism or any similar event;
- 10 Pressure waves from aircraft or other flying objects travelling at or above the speed of sound;
- 11 **You** towing **your caravan** if **your caravan** weighs in excess of 100% of the towing vehicle's kerb weight.

We will not pay for:

- 1 The excess amount shown in the schedule on each and every claim, unless the loss or damage occurred whilst the **caravan** was stored or permanently parked at a **CaSSOA** site;
- 2 More than £250 for any one single item insured under the **contents** section;
- 3 The cost of replacing any undamaged item or parts of items forming part of a set, suite, carpet or of a matching colour or design if the remaining item or items can still be used and the loss or damage happens within a clearly definable area or to a special part and replacements cannot be matched;
- 4 Loss or damage or legal liability directly or indirectly arising from the **caravan** being loaned, leased or hired to any other person other than **immediate family** members;
- 5 Loss or damage if the **caravan** is being used as a **private residence**;
- 6 Loss or damage or legal liability occurring while the **caravan** is being used in connection with any trade, business or profession;
- 7 Loss or damage which happens before the start of this policy;
- 8 Loss or damage caused deliberately by **you**;
- 9 Loss or damage if **you** have not notified **us** of any changes to the storage location or security arrangements of the **caravan**.

General Conditions

- 1 **You** must keep to the terms and conditions of this policy.
- 2 It is a condition of this policy that whenever the **caravan** is left **unattended** and detached from the towing vehicle, **you** will make sure it cannot be moved by fitting a wheel clamp and a hitchlock. If left **unattended** while attached to the towing vehicle **you** must fit a wheel clamp.
If a twin axle caravan both axles must have a wheelclamp fitted.
- 3 **You** must take all reasonable steps to prevent or reduce loss or damage to the **caravan** and **contents**.
- 4 **You** must maintain the **caravan** in a sound, roadworthy condition and keep it in good repair.
- 5 **You** must not leave awnings up and attached to the **caravan** unless it is **in use**.
- 6 **You** must write and tell **us** immediately of any changes in **your** circumstances which affect this insurance. (This includes any changes in storage and security arrangements.) If **you** do not, **your** policy may not be valid.
- 7 **We** will not pay for any claim which is in any way fraudulent or exaggerated. **We** may also make this insurance invalid and get back any money **we** have paid to **you** or **your** representative.
- 8 If **your caravan** is deemed beyond economical repair during the **period of insurance** of this policy, all cover will end from the date of the loss and **we** will take premiums **you** owe from any amount **we** pay as **your** claim.
- 9 Under UK law **you** and **we** can choose the law that will apply to this contract. Unless **you** and **we** have agreed otherwise, this contract will be governed by English law.

Claims Procedure and Conditions

How to Claim:

If **you** wish to make a claim, **you** will need to contact:

AmTrust Europe Claims Hotline
T. 0115 9349818 (9am – 5pm Mon – Fri)

AmTrust Europe Limited
Market Square House
St James's Street
Nottingham, NG1 6FG

When submitting a claim form **you** must give **your** policy number. When **you** become aware of an event which is likely to result in a claim under this policy:

1. You must:

- a Provide in writing full details of injury or loss or damage as soon as possible and in any event within:
 - seven (7) days if caused by riot or civil commotion; or
 - thirty (30) days if from any other cause.

Claims Procedure and Conditions (continued)

- b Tell the police immediately if loss or damage has been caused by theft, attempted theft or malicious act or vandalism and help **us** get back and identify the property;
- c Immediately send **us** every letter, claim, writ or summons without answering them;
- d Supply at **your** own expense, all reports, certificates, plans, specifications, quantities information and help **we** ask for;
- e Give **us** all information and evidence, including written estimates and proof of ownership and value that **we** ask for. **You** must pay any costs involved in doing this.

2. You must not:

- a Leave any property for **us** to deal with;
- b Dispose of any damaged items until **we** have had the chance to inspect them;
- c Repair any damaged items until **we** have had the chance to inspect them;
- d Admit liability or promise to make a payment without **our** permission.

3. We may do the following:

- a Keep the insured property and deal with the salvage in a reasonable way;
- b Negotiate, defend or settle (in **your** name and on **your** behalf) any claim made against **you**;
- c Prosecute (in **your** name for **our** own benefit), any other person in respect of any amount **we** have paid or must pay;
- d Appoint a loss adjuster to deal with the claim;
- e Arrange to repair the damage to the insured property.

4. You may do the following:

Carry out temporary emergency repairs to make good the **caravan** following damage caused by an insured peril. This is limited to the following without prejudicing **your** position:

- a Necessary boarding up following damage to windows, doors, fan lights and skylights to make the **caravan** secure.

Our acceptance of liability for any such temporary repair will always be subject to the terms and conditions of the policy.

5. Our rights:

- a **We** may take, or ask **you** to take, any action necessary to get back, from anyone else, any costs **we** have to pay under this policy. **We** may do this before or after **we** pay **your** claim;
- b **We** may take over the defence or settlement of a claim against **you** by another person.

6. Contribution – other insurances

If **you** have any other insurance policies which cover the same loss, damage or liability as this policy, **we** will pay only **our** share of the claim.

Cancellation

1. If you pay an annual premium:

We may cancel the policy by writing to **you** at **your** last known address confirming that all cover will end 14 days after the date of our letter or you may cancel the policy by giving **us** written instructions.

2. If you pay your premium by monthly instalments:

We may cancel the policy by writing to **you** at **your** last known address confirming that all cover will end seven days after the date of our letter (if **we** are cancelling the policy because a premium has not been paid); or 14 days after the date of **our** letter (if **we** are cancelling the policy for any other reason).

You may cancel the policy by giving us written instructions, **you** should also instruct **your** bank to cancel **your** Direct Debit.

If **you** or **we** cancel the policy, and **you** have not made a claim during the current **period of insurance**, **we** will refund the premium for any remaining period of cover.

You may cancel this Policy by sending written notice to **Towergate Bakers**.

Complaints Procedure

Caring for our Customers

Towergate Bakers and AmTrust Europe Limited's goal is to give an excellent service to all customers but **we** recognise that things do go wrong occasionally. **We** take all complaints received seriously and aim to resolve all **our** customers' problems promptly. To ensure that **we** provide the kind of service **you** expect **we** welcome **your** feedback. **We** will record and analyse **your** comments to make sure **we** continually improve the service **we** offer.

Step 1 – Seek resolution by **Towergate Bakers**

If **you** are disappointed with any aspect of the handling of **your** insurance **we** would encourage **you**, in the first instance, to contact the manager concerned. **You** can write or telephone, whichever suits **you**, and ask **your** contact to review the problem. **You** should address **your** complaint to:

The Managing Director

Towergate Bakers

3rd Floor, The Quadrangle

Imperial Square

Cheltenham, GL50 1PZ

T. 01242 528844

F. 01242 253990

You will receive an acknowledgement within 5 working days of receipt. **Towergate Bakers** aim to resolve complaints, following assessment and investigation as quickly as possible. Most customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **you** will be contacted with an update and given a expected date of response. This will not be beyond 20 working days from when **you** first made **your** complaint.

Complaints Procedure (continued)

If **you** remain unhappy with the decision **you** receive **you** can refer the matter to the Financial Ombudsman Service (FOS), an Independent dispute resolution body. **(Step 3 below)**

Step 2 – Complaints arising from claims made under this policy.

These are the responsibility of AmTrust Europe Limited, and should be referred to them. They will acknowledge **your** complaint within 5 working days of receipt and aim to resolve complaints, following assessment and investigation as quickly as possible. Most customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **you** will be contacted with an update and given an expected date of response. This will not be beyond 20 working days from when **you** first made **your** complaint.

If **you** remain unhappy with the decision **you** receive, **you** can refer **your** complaint to the Managing Director. Please write with full details including Policy number and/or claim number, to:

Managing Director
AmTrust Europe Limited
Market Square House
St. James's Street
Nottingham, NG1 6FG

A review of the matter will then be carried out at senior level and a final decision given. If **you** remain unhappy with the decision **you** receive **you** can refer the matter to the Financial Ombudsman Service (FOS), an Independent dispute resolution body. **(Step 3 below)**

Step 3 – Refer Your complaint to the Financial Ombudsman Service

If you remain unhappy with the final decision of **Towergate Bakers** or **us** **you** can refer the matter to the Financial Ombudsman Service (FOS), an independent dispute resolution body.

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London, E14 9SR
T. 0845 080 1800
F. 020 794 1001
www.financialombudsman.org.uk

The FOS will only consider your complaint if **you** have given **Towergate Bakers** or **us** the opportunity to resolve it. If, however, **we** do not resolve **your** complaint within 40 working days, the FOS will accept a direct referral. Whilst **we** are bound by the decision of the FOS, **you** are not. Following the complaints procedure does not affect **your** right to take legal action.

Towergate Bakers and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at www.fscs.org.uk or by telephone on 0800 678 1100.

The complaints procedure above does not affect any legal rights you may have to take action against us.

You can check the above details on the Financial Services Authority Register by visiting the FSA website: www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Green Caravan Insurance and Towergate Bakers are trading names of Towergate Underwriting Group Limited
The Quadrangle, Imperial Square, Cheltenham, Gloucestershire GL50 1PZ

T. 01242 528844 F. 01242 253990 www.towergatebakers.co.uk

Registered Office: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent, ME14 3EN.

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